

## **EXHIBIT “E”**

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK

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500 WEST 43<sup>RD</sup> STREET REALTY LLC.

Petitioner

Index No. 57613/2013

-against-

STIPULATION OF  
DISCONTINUANCE

ANUJ THUKRAL & ANUJ-RANI  
WEST SIDE LLC

Respondents.  
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It is HEREBY STIPULATED and AGREED by and between the attorneys for the respective parties hereto that the with matter is settled and discontinued with prejudice, pursuant to the following:

1. Respondents shall pay to Petitioner the sum of thirty five thousand nine hundred and fifty three dollars and twenty three cents dollars (\$35,953.23) on account of all rent arrears(December, 2012, January, 2013, March, 2013, and April, 2013), real estate tax arrears, Condo Maintenance fee, and past water and sewage bills through April 30, 2013, with \$10,000 payable on execution of this stipulation and the remaining balance of \$25,953.23 payable in full by June 30, 2013. This sum shall be paid in addition to rent commencing May 1, 2013.
2. Commencing May 1, 2013 and for the remainder of the term of the Lease the monthly rent shall be abated to the extent of \$2,000 per month, for so long as the adjacent nail salon is in business, with such abatement to increase by the same percentage and at the same time as the base rent is increased as set forth in the Lease.
3. Respondents hereby waive any objection to the Petitioner renewing the lease with the adjoining nail salon provided the nail salon's lease shall not permit it to provide any services beyond those which it currently provides to its customers.
4. Respondent consents to the entry of a final judgment of possession in favor of the Petitioner, warrant to issue forthwith, execution stayed subject to the terms and conditions as set forth herein.
5. The within Action is hereby discontinued with prejudice, provided that the obligations of the parties as set forth herein shall survive such discontinuance.

6. In the event of a default by Respondents, and after five day notice to cure, Respondent consents to the entry of a money judgment in favor of Petitioner in the amount of \$35,953.23 representing unpaid rent, real estate tax arrears, Condo Maintenance fee, and past water and sewage bill as described in paragraph 1 of this agreement.

7. In the event Respondent defaults in the payment of any one or more of the installments set forth above, after five days notice to cure, the warrant of eviction shall execute, without any further notice other than service of a Notice of Eviction by the Marshall.

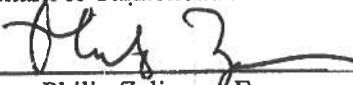
8. Respondent acknowledges that \$16,923.11 is due to be paid by the end of the term of the Lease in connection with the prior modification of the Lease.

9. Upon timely payment of all arrears as reserved herein, the proceeding shall be deemed discontinued.

Dated: May 1, 2013

Naimark & Tannenbaum

By

  
Philip Zelinger, Esq.

Law Offices of Jay N. Mailman  
Attorneys for Respondents

By

  
Jay N. Mailman, Esq.